

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

INJAZAT TECHNOLOGY FUND
B.S.C.,

Plaintiff,

v.

HAMID NAJAFI, et al.,

Defendants.

2:11-CV-1355 JCM (GWF)

ORDER

Presently before the court is plaintiff Injazat Technology Fund B.S.C.'s petition to confirm a foreign arbitration award. (Doc. #1). Defendant Michael Cummiskey has filed an opposition to the petition. (Doc. #13). Defendant Hamid Najafi has not filed an opposition. Injazat has replied to Cummiskey's opposition. (Doc. #17).

I. Background

On July 25, 2011, an arbitrator of the International Court of Arbitration entered an award in favor of Injazat and against the defendants in this case based on Injazat's claims of intentional misrepresentation and breach of contract related certain agreements entered into by Injazat and the defendants. The arbitrator awarded Injazat \$3,426,553.45. The award was entered in London, England. Injazat now moves this court to enforce the arbitration award pursuant to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("the convention").

1 **II. Discussion**

2 England and the United States are both signatories of the convention.¹ The convention is
 3 codified in 9 U.S.C. § 201, *et. seq.*, which applies to an “arbitral award arising out of a legal
 4 relationship . . . which is considered as commercial” and was not entered into entirely between
 5 United States citizens. 9 U.S.C. § 202. “[A]ny party to the arbitration may apply to any court
 6 having jurisdiction . . . for an order confirming the award as against any other party to the
 7 arbitration.” 9 U.S.C. § 207; *see also Seung Woo Lee v. Imaging3, Inc.*, 283 Fed. Appx. 490, 492
 8 (9th Cir. 2008) (explaining that federal law enables the prevailing party in a recognized foreign
 9 arbitration proceeding to seek confirmation of the award by a United States court). Pursuant to 9
 10 U.S.C. § 203, this court has original jurisdiction over actions or proceedings that fall under the
 11 convention. Courts “shall confirm [arbitration] award[s]” unless one of the defenses enumerated
 12 in the statute preclude confirmation. 9 U.S.C. § 207.

13 Defendant Cummiskey has failed to allege that any of the enumerated defenses apply.
 14 Rather, he has attacked the underlying factual and legal bases upon which the award was granted.
 15 This court, however, “shall confirm the award unless it finds one of the grounds for refusal or
 16 deferral of recognition or enforcement of the award specified in the said Convention” exist. *See*
 17 9 U.S.C. § 207. Because Mr. Cummiskey has failed to persuade this court that an enumerated
 18 defense precludes confirmation of the award, it must be confirmed.

19 Accordingly,

20 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that plaintiff Injazat
 21 Technology Fund B.S.C.’s petition for confirmation of arbitral award (doc. #1) be, and the same
 22 hereby is, GRANTED.


23 . . .

24 . . .

26
 27 ¹See UNCITRAL, 1958 – Convention on the Recognition and Enforcement of Foreign
 28 Arbitral Awards, http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/NYConvention_status.html.

1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that the clerk of the court
2 shall enter final judgment in favor of Injazat and against Michael Cummiskey.

3 DATED October 17, 2011.

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5 
6 UNITED STATES DISTRICT JUDGE